

CONTRACT PERIOD THROUGH MARCH 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SUBSTANCE ABUSE TREATMENT PROGRAM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 05, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Cheryln Townsend, Juvenile Probation
Erin Mohawk, Juvenile Probation
Sharon Tohtsoni, Materials Management

SUBSTANCE ABUSE TREATMENT PROGRAM

1.0 **INTENT:**

The intent of this Request for Proposal is to establish a contract for a Substance Abuse Treatment Program. The program facility is located at 3445 West Durango Phoenix, AZ 85009.

The site includes a three (3) building campus which consists of: one (1) administrative building and two (2) twenty-four (24) bed housing buildings. The substance abuse treatment program will be one of two programs on campus. It will encompass one of the housing buildings, two classrooms and a portion of the administrative building. The facility is not a locked facility.

Background: The Maricopa County Juvenile Probation Department is in the process of constructing a residential treatment facility. The construction of the facility is being funded through the Maricopa County Jail Tax Initiative and operational costs for the facility will be funded through Maricopa County Juvenile Probation's general revenue on an annual basis. The facility is scheduled for completion at the end of calendar year 2002. The substance abuse treatment portion of the facility is scheduled to open for operation in January 2003.

The 24-bed housing building is comprised of:

1. Three separate pods. (Each pod consists of: Eight (8) bedrooms, One (1) day room, One (1) restroom with a shower and One (1) laundry room with one washer and one dryer.)
2. Two staff stations, one shared by two pods and one for the third pod
3. Two living rooms, one shared by two pods and one for the third pod
4. One kitchen
5. One dining room
6. One activity room
7. Four staff offices
8. Adjacent outside basketball court
9. Outside raised garden

The administration building will be shared by two programs (the provider of the Substance Abuse Treatment Facility and the provider of a future program housed in the second 24-bed housing building on campus). In addition, Maricopa County Juvenile Probation and the provider of educational services will have space in the administration building.

Maricopa County Juvenile Probation shall provide the following:

1. Buildings
2. Major maintenance and upkeep
3. Utilities
4. Major appliances including washers, dryers, and kitchen appliances. **(The proposing vendor shall provide fax machines, PC's, Copiers, Televisions, VCR's, DVD Players, and any other appliances deemed necessary for the successful implementation of this program.)**
5. Facility furniture **– i.e. Office furniture, sofas, chairs, tables, desks, dressers, beds.**

2.0 **SCOPE OF WORK:**

2.1 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.2 SOLICITED SERVICES:

2.2.1 Substance Abuse Treatment

Male youth, ages 8-17, who are in need of substance abuse treatment and are ordered by the Juvenile Court to be placed in treatment, shall be provided substance abuse treatment. There shall be three components to the substance abuse treatment; the residential component, the treatment component, and the transition/after-care component.

2.3 OPERATIONAL STANDARDS:

The residential program shall operate twenty-four (24) hours a day, seven (7) days a week and youth shall be placed in the program based on placement process and a Juvenile Court order for one year of treatment.

The contracted agency shall provide one (1) year of continuous substance abuse treatment to youth in the program. Approximate breakdown of the services shall be: Residential treatment for four months and after-care treatment for eight months.

The program provided shall be licensed as a level two treatment facility by Arizona Behavioral Health Services and must adhere to Arizona Behavioral Health Services Licensure requirements for a level two treatment facility.

The contracted agency shall establish and maintain an educational component for youth during the residential portion of treatment. This component must be approved in writing by the Arizona State Department of Education.

The contracted agency shall provide all food service for youth in the residential portion of treatment. The food service component shall adhere to Arizona Behavioral Health Services Licensure requirement R9-20-407.

The contracted agency is to work in partnership with Maricopa County Juvenile Probation. This partnership shall be demonstrated through activities such as; sharing of information, willingness to enforce Probation court orders, preparation of court reports as requested, and working in collaboration with Juvenile Probation oversight personnel.

2.4 RESIDENTIAL FACILITY:

The provider awarded the contract shall provide:

- 2.4.1 *Residential placement:* Based on Placement process and Juvenile Court order.
- 2.4.2 *Staff:* Staff shall monitor youth 24 hours per day, seven days per week. Staff to youth ratio shall be no more than 1:8 at all times.
- 2.4.3 *Sleeping quarters:* Single room occupancy for each youth.
- 2.4.4 *Meals:* Meals shall be prepared in the kitchen located within the housing building.
- 2.4.5 *Clothing:* Youth may wear their own clothing while living in the treatment facility. If youth do not have adequate and appropriate clothing, it shall be provided for them by the contracted agency.
- 2.4.6 *Hygiene:* The contracted agency shall provide hygiene products for youth in the residential portion of treatment.
- 2.4.7 *Recreation:* Youth shall be provided with recreational activities. The recreational activity is in addition to physical education provided during the school day. Youth shall be provided the opportunity for a minimum of one-half-hour of recreational activity per day. Recreational activity is defined as "large muscle exercise".
- 2.4.8 *School:* Education shall be provided to youth while residing in the treatment facility as stated in "Operational Standards 2.3" ~~2.1.5~~.

- 2.4.9 *Life Skills:* Life skills groups shall be a daily activity. The Child-care staff shall facilitate these groups. A minimum of a one-hour group shall be conducted each day.
- 2.4.10 *Schedule:* There shall be a daily schedule posted in a common area. It shall include youth activities seven days a week.
- 2.4.11 *Medical Treatment:* Youth shall have access to medical and dental care while in the residential portion of treatment. Child-care staff shall transport youth to medical and/or dental appointments as needed. The contracted agency shall adhere to Arizona Behavioral Health Services Licensure requirements for a level two treatment facility regarding specific medical staff being on-site and/or contracted.
- 2.4.12 *Religion:* Youth shall be given reasonable opportunity to pursue personal religious beliefs during residential treatment.
- 2.4.13 *Goals:* During the residential portion of the program youth shall:
 - Orient to the program
 - Assimilate into program milieu
 - Complete an assessment with his counselor
 - Develop a treatment plan with his counselor
 - Begin transition planning
 - Participate in individual, group and family counseling
 - Participate in life skills groups
 - Participate in daily activities
 - Attend educational services
 - Participate in recreational activities
 - Demonstrate respect for other youth and staff
 - Demonstrate drug and crime free thinking and behavior

2.5 TREATMENT:

Treatment shall be defined as the application of planned procedures to identify and change patterns of behavior that are maladaptive, destructive, or health injuring; or to restore appropriate levels of physical, psychological, or social functioning (Connors, Donovan, & Diclemente, 2001). Treatment must utilize a specific treatment modality, be individualized, sensitive to culture, gender specific and take into consideration each youth's place in the treatment process. The Maricopa County Juvenile Probation Department considers substance abuse to be a family disorder, i.e; "Substance abuse is a family disorder, due to both the genetic predisposition toward developing substance abuse problems and to the negative impact on the family, its function, and it's members" (Connors, Donovan, & Diclemente, 2001, p.170). Maricopa County Juvenile Probation holds that recidivism decreases as positive family involvement increases and holds that "Substance abuse treatment that includes family members or significant others is effective in reducing drinking or drug use, decreasing psychological and physical problems among family members, reducing health care utilization, and improving personal and familial functioning" (Connors, Donovan, & Diclemente, 2001, p.170). Family involvement in treatment is congruent with the Maricopa County Juvenile Probation Mission to make a positive difference in the lives of juveniles and the community.

As family involvement is critical, treatment shall have a strong family component. Individual and group counseling shall address family issues. Counseling staff shall strive to involve family members in family counseling sessions. Counselors shall engage family members in all phases of the treatment process and shall provide family members with treatment and educational materials as well as resources.

Treatment must adhere to the Arizona Behavioral Health Licensure standards for a level two Residential Treatment Center. The contracted agency must identify and utilize a professionally recognized treatment as defined by Arizona Behavioral Health Licensure requirements and treatment shall be provided by a counselor as defined by Arizona Behavioral Health Licensure requirements. The Counselor to youth ratio shall be no more than 1:8 within the residential portion of the substance abuse treatment.

- 2.5.1 *Assessment:* A comprehensive assessment shall be completed with each youth upon placement in treatment. A counselor shall complete the assessment.
- 2.5.2 *Treatment plan:* Treatment plans shall adhere to the Arizona Behavioral Health Licensure standards. Counseling staff shall complete treatment plans. An initial treatment plan shall be completed with each youth upon his placement. Parent/guardian shall be involved in the development of the plan. The treatment plan shall be updated every 90 days.
- 2.5.3 *Individual Counseling:* Each youth shall receive a minimum of one hour of individual counseling per week with his assigned counselor. The session shall occur in a one-hour block of time.
- 2.5.4 *Group counseling:* Each youth shall receive five hours of group counseling per week facilitated by a counselor. The group sessions shall occur in a minimum of one-hour blocks of time.
- 2.5.5 *Family counseling:* Each youth shall receive a minimum of one hour of family counseling per week facilitated by a counselor, based on family involvement and availability. The session shall occur in a one-hour *block of time*.
- 2.5.6 *Transition/Relapse prevention:* Each youth shall prepare, with his assigned counselor, a transition/relapse prevention plan. Parent/guardian shall be involved in the development of the plan. The plan shall be prepared prior to the youth's 90-day treatment plan update. The plan shall then be incorporated into the treatment plan.
- 2.5.7 *Discharge Summary:* A youth's assigned counselor will complete a discharge summary upon a youth's exit from the residential portion of treatment.
- 2.5.8 *Goals:* During the treatment portion of the program youth shall:
 - Participate openly and honestly in counseling sessions
 - Prove commitment to substance abuse treatment
 - Demonstrate effort to work toward goals in all areas of treatment plan
 - Identify and address own negative behaviors
 - Complete treatment program assignments
 - Model appropriate and positive substance free attitudes and behavior
 - Develop transition/relapse prevention plan

2.6 TRANSITION/AFTER-CARE:

Maricopa County Juvenile Probation believes the key element to maintaining positive change made by youth in residential substance abuse treatment is a strong transition and after-care component. In order to maintain positive change each individual needs to formulate his or her own plan for identifying problem areas and coping with the world. Therefore, identifying underlying issues of substance abuse and learning new coping mechanisms must begin upon a youth's placement in residential treatment, not upon discharge. Additionally, the Transition/After-care component of treatment shall begin upon a youth's placement in the residential portion of treatment. Planning for the transition out of residential treatment into after-care treatment shall be addressed in the youth's initial treatment plan. Transition activities, such as, on and off site family visits, will be identified and utilized in order to ensure a smooth and successful transition out of residential placement back into the youth's home and community. This first portion of transition planning will be completed with the youth's assigned counselor. The youth, his assigned counselor and assigned after-care specialist shall meet prior to the 90-day treatment plan review in order to develop a transition plan that is incorporated into the revised treatment plan. From that point the youth and after-care specialists shall meet once per week.

When the youth leaves the residential facility, after-care shall take place in the youth's place of residence and continue for a period of up to eight months. The after-care specialist to youth ratio shall not exceed a ratio of 1:24. The after-care specialist shall work closely with the counseling staff in the residential portion of treatment to insure a smooth transition for youth from residential treatment to the after-care program. It is suggested that the contracted agency utilize a phasing process for the after-care program.

- 2.6.1 The Transition/After-care Component shall consist of the following:

- 2.6.1.1 *Assessment*: A comprehensive assessment shall be completed with the youth and his family prior to or within one (1) week of a youth's completion of the residential portion of treatment.
- 2.6.1.2 *Transition/Relapse Prevention Plan*: A transition/relapse prevention plan shall be completed with the youth and his family prior to completing the residential portion of treatment. The plan shall include community resources.
- 2.6.1.3 *Individual Counseling*: *Frequency of sessions shall be based on assessment, position in after-care treatment, adherence to treatment plan and relapse prevention plan, meeting attendance, and participation in community resources.*
- 2.6.1.4 *Family Counseling*: Frequency of sessions shall be based on family assessment, family involvement, position in after-care, and adherence to treatment plan and relapse prevention plan.
- 2.6.1.5 *Resources*: The after-care specialist shall provide the youth and his family with community-based resources, including but not limited to; AA/NA meetings, meeting sponsor, education services, employment opportunities, and counseling services.
- 2.6.1.6 *Liaison*: The after-care specialist shall act as a liaison between youth and family and interested parties including, probation officer, CPS and Value Options case manager, Juvenile Court, counselor, school and employers.
- 2.6.1.7 *Goals*: During the after-care program youth shall:
- 2.6.1.7.1 Remain clean and sober
 - 2.6.1.7.2 Receive no new court referrals
 - 2.6.1.7.3 Attend school and/or gain and maintain employment
 - 2.6.1.7.4 Successfully complete probation
 - 2.6.1.7.5 Attending individual and family counseling sessions
 - 2.6.1.7.6 Attend support group meetings such as AA/NA
 - 2.6.1.7.7 Identify and be aware of relapse triggers and indicators
 - 2.6.1.7.8 Participate in recreational activities
 - 2.6.1.7.9 Become involved in community-based activities

2.7 OUTCOME MEASURES:

The contracted provider will develop, utilize, and track outcome measures. Outcome measures shall be performance based. The purpose of the measures will be to verify services have taken place as expected and as outlined in the provider contract and to determine whether those services have succeeded in bringing about and maintaining positive change in youth and families.

2.8 TECHNICAL COMPONENT:

2.8.1 Specifications for Automated Information Tracking:

This list is neither exhaustive nor specific but gives a guideline of areas that shall be tracked and electronically shared with the Juvenile Probation Department's JOLTS system which currently runs on an IBM ISeries DB/2 database. The following are areas of potential inclusion with some referencing other industry documentation. Compliance with industry standards including Licensure Rules for Behavioral Health Service Agencies, State, and federal regulations must always be in compliance:

- Treatment plans
- Assessments
- Treatment history

- Progress notes
- Daily progress reports
- Evaluations
- Psychological evaluations/reports
- Rosters
- Scheduling and appointment calendaring abilities
- Visiting information – onsite/offsite
- Medication tracking
- Unauthorized leave
- Discharge summary
- Aftercare planning
- Drug testing results
- Interested party information – Probation Officer assigned, etc.
- Court history
- Detention history
- Follow up contacts after release
- Counseling

Maricopa County Juvenile Probation considers the following preferred standards for the information tracking system:

- N-tier and browser based,
- Use an open relational database.
- Scale to support growth in staff, facilities, locations, and clients.
- Modifiable to the needs of the provider and the Juvenile Probation Department.
- Open architecture for ease of integration with the Juvenile Probation Department's information system.

Maricopa County Judicial Agencies and Office of the Chief Information Officer have published standards all new systems shall be designed to and conform with. Currently these standards are: Rules based application design, J2EE Java environment, IBM DB/2 UDB database, HP UNIX platform, IBM Websphere as application server

Maricopa County Judicial Agencies and Office of the Chief Information Office also accept, within the scope of systems that integrate well, the following: Visual IDE's and rules based tools for application design, Microsoft's n-tier DNA/.NET/Web services architecture, Tier 1 SQL relational databases (Oracle, MS SQL, etc.), Tier 1 hardware platforms (Sun, IBM RS/6000, Windows 2000, etc.), and Tier 1 application servers (J2EE or Microsoft's DNA/.NET/Web Services).

2.9 STAFFING REQUIREMENTS:

The programs staffing shall meet the staff to youth ratio expectations addressed in Section 2.0 in addition, **staffing patterns, staff qualifications, staff job duties and staff hours on-site must adhere to Arizona Behavioral Health Services Licensure requirements.**

2.10 PLACEMENT PROCESS:

The contracted agency will work with the Maricopa County Juvenile Probation Department to develop a placement process. The placement process must be fair and clearly defined. It shall define the population of youth served by the treatment program, how youth will be considered for and accepted into the program, and what population of youth will not be accepted into the program. A placement participation agreement shall be signed by the youth and, if possible, by the family.

2.11 ARIZONA BEHAVIORAL HEALTH SERVICES REQUIREMENTS:

The contracted agency must adhere to the Arizona Behavioral Health Services Licensure requirements and standards for a level two treatment facility. The Arizona Behavioral Health Services Codes and Legislation can be found at: www.hs.state.az.us/als/

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

3.7.1 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of 100% of PROPOSAL price within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. **Performance bonds are to be identified with PROPOSAL serial number, title and return address.**

3.8 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.9 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.10 USAGE REPORT:

If requested, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.12 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
 2. The vendor/contractor does not have to invoice Maricopa County.
 3. The vendor/contractor does not have to carry that transaction in their account receivable.
- Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.13 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. **Discounts offered will be considered in the evaluation price analysis process.**

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may

terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees

to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

SPECTRUM HEALTH SYSTEMS INC, 324 GROVE STREET, WORCESTER, MA 01605

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment.

PRICING SHEET S08 32 02/B0604895

ITEM DESCRIPTION

I. Cost per Youth per Day:

SERVICE	RATE PER DAY	ANNUAL COST
Residential	<u>\$187.05</u>	<u>\$1,556,630.10</u>
After Care	<u>\$ 13.47</u>	<u>\$ 112,097.34</u>
TOTAL:	<u>\$200.52</u>	<u>\$1,668,727.44</u>

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 04-2478978

Vendor Number: 042478978 A

Telephone Number: 508/792-5400

Fax Number: 508/831-0074

Contact Person: Charles Faris

E-mail Address: chuck.faris@spectrumhealthsystems.org

Company Web Site: www.spectrumhealthsystems.org

Certificates of Insurance Required

Performance Bond Required \$1,668,727.44

Contract Period: To cover the period ending **March 31, 2005.**